Terms & Conditions

TRUTH IN LENDING DISCLOSURE The information about the costs of the card described in this application is accurate as of March 2012. This information may have changed after that date. To find out what may have changed, call us at **877-486-3442** or write to: HC Processing Center, PO Box 829, Springdale, AR 72765-0829.

Interest Rates and Interest Charges		
Annual Percentage Rate (APR) for Purchases	25.99% This APR will vary with the market based on the Prime Rate.	
How to Avoid Paying Interest on Purchases	Your due date is at least 22 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.	
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at www.federalreserve.gov/creditcard.	
Fees		
Annual Fee	\$59*	
Penalty Fees:		
Late Fee	Up to \$35	
 Returned Payment Fee 	Up to \$35	

How We Calculate Your Balance Subject to Interest Rate: We use a method called "average daily balance (including new purchases)". See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

*Annual Fee: We will waive part or all of the Annual Fee for cardholders who authorize us to initiate recurring charges to their deposit accounts by electronic funds transfer and/or provide electronic billing statements as described in Section 6A of the account agreement.

CARDHOLDER AGREEMENT

This Agreement consists of the regular terms that will govern your Account if your application is approved by us. In this Agreement, the words "you" and "your" mean the applicant(s) shown on the application and anyone else you authorize or permit to use your Account. The words "we", "us", and "our" mean **First Electronic Bank**, the issuer of the Account, or its assigns.

You acknowledge and agree that any use of the credit associated with your account constitutes your acceptance of the provisions contained in this Agreement, which includes an arbitration provision. The application you signed or otherwise submitted (including the federal and state notices) is part of and is incorporated into this Agreement.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or review such debt are not enforceable. To protect you (borrower(s) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

- 1. **USE OF CARD:** Subject to the terms and conditions set forth in this Agreement, you may use your Account to purchase goods and services from Merchants who participate in this Credit Card Plan (each such participant is hereinafter referred to as a "Participant"). Before contracting for the purchase of any goods or services on credit, you must first notify Participant of your intention to charge your purchase on your card and obtain Participant's approval. We will not extend credit to you for such a purchase unless prior notice and approval have been given, and we will not be liable if any Participant refuses to honor your Account. Participant will prepare and submit a charge slip for each purchase or submit the charge electronically to us for payment.
- 2. **PROMISE TO PAY:** You promise to pay, in accordance with the account terms and payment schedule set forth in this Agreement (including any amendments which may be made from time to time), all credit extensions made by us for any goods and services purchased and all interest, fees and other charges you owe.
- 3. **BILLING STATEMENT:** We will send you a statement (bill) at the end of each billing cycle during which interest is assessed or at the end of which there is a debit or credit balance greater than one dollar. You agree to examine each billing statement and to notify us immediately of any item you dispute. We will mail or deliver your billing statement to only one address. If your Account is a joint Account or if more than one person is permitted to use the Account, you agree that all billing statements and notices regarding the Account may be sent solely to the address shown on our billing records.
- 4. **MINIMUM PAYMENTS:** Your total minimum payment is shown on your statement as Minimum Payment. Unless special terms are in effect, your Minimum Payment will be the greater of \$32 or the total of the payments individually calculated on each subaccount (parts of your balance to which differing terms may apply) at 3.25% of your highest balance for each subaccount. Minimum payments will be rounded to the nearest whole dollar. If the balance is less than \$32, then the minimum payment will be the balance. Any past due amount you owe and any amounts that exceed your credit limit may be included in the Minimum Payment due. Paying more than the minimum amount due in one billing cycle does not allow you to skip payments in the cycles that follow. Unless a payment is not required because special terms are in effect, a Minimum Payment is due in every billing cycle as long as you have a balance on your account.
- 5. **PAYMENT INFORMATION:** Payments will be credited to your account when received by us with the remittance stub, in the return envelope to HC Processing Center, PO Box 1309, Lowell AR 72745. For overnight mail, send correspondence and payments to HC Processing Center, 203 E Emma Ave, Ste A, Springdale, AR 72764. To avoid a late fee, payment must be received no later than 5 p.m. Central Time on the due date printed on the statement. We accept checks and money orders for payment. If you send your payment to any location other than the designated payment address shown on your statement, or if you fail to include your account number with your payment, credit for your payments may be delayed up to five days. If your payment exceeds the Minimum Payment due in any billing cycle, we allocate the excess amount first to subaccounts that have deferred

interest terms during the two full billing cycles immediately preceding expiration date of the special terms if applicable (NOTE: Special terms vary from the regular terms set forth herein and may apply to qualified charges submitted through merchants in certain markets); any remaining amount will be applied to balances with higher APRs before those with lower APRs. Otherwise, application of your payments will be allocated in the manner we determine, in accordance with applicable law. If you overpay your balance, we will send you a check for the amount of the overpayment providing the payment has cleared your financial institution. Your available credit will be increased by the amount of your payment within 14 days after receipt of your payment.

5A. ITEMS WITH RESTRICTIVE WORDS, CONDITIONS OR INSTRUCTIONS: Any check or money order that has restrictive words, conditions, limitations, or special instructions, including those marked with the words "paid in full" or similar language, must be mailed and received at HC Processing Center, PO Box 829, Springdale, AR 72765-0829. If you make your payment or send any accompanying communications to any other address, you understand and agree that we may accept and process this payment without losing any of our rights.

6. GRACE PERIOD AND INTEREST: Unless special terms are in effect, the following shall apply: If the beginning balance on your statement is zero, you have a 22 day Grace Period from statement closing date to pay new charges or a portion thereof without incurring interest. Interest is applied from the date of the transaction unless a Grace Period applies. Interest will be assessed on a subsequent statement for the portion of the new charges not paid within the Grace Period. If the beginning balance on your account is not zero, then interest will be imposed for the number of days a balance remained on your account, even if the balance is paid in full within 22 days of the statement closing date. We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance", we take the beginning balance of your account each day, add any new purchases and fees, and subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance". The "Daily Periodic Rate" for each account in any billing cycle is 1/365th of the then current APR. The resulting interest is added together to give us the Interest for the billing cycle. The interest rate on your account is subject to change based on an independent index, which is the Prime Rate published in the Wall Street Journal on the Friday following the last Thursday of the month (the "Index"). If the Wall Street Journal does not publish the Prime Rate, we may designate a substitute Index and provide notice to you. If the APR changes, the changes will take effect on the Friday following the last Thursday of the month and will apply to existing balances, subject to the special terms of active Promotional Plans, if any. An increase in your APR may cause your minimum monthly payment to increase. The regular APR is determined by adding a margin of 22.74% to the Prime Rate. The current regular APR is 25.99% with a corresponding regular Daily Periodic Rate of 0.071205%. This APR will vary with the market based on the Prime Rate. The applicable APR will be shown on the monthly billing statement. Any daily balance of less than zero will be treated as zero.

Suspension and/or Loss of Special Terms: If you make a late payment, meaning if we do not receive your Minimum Payment by 5 p.m. Central Time within 60 days after the Due Date shown on your statement, these special terms as well as any other special terms that may be in effect on other subaccounts (if any) are subject to suspension with notice, at which time the special terms on all subaccounts will revert to the regular terms disclosed above. However, your special terms on all subaccounts, if applicable, will be subject to reinstatement if: 1) we receive your full minimum payments by the due dates in the six consecutive billing cycles immediately following the billing cycle in which you made a late payment; and 2) the special terms on any given suspended subaccount(s) did not expire prior to the end of said sixth billing cycle. If these conditions are met, your special terms will be reinstated effective with the first day of the next billing cycle following the close of the billing cycle in which the sixth consecutive on time payment was received. If you fail to meet these conditions, your special terms will be canceled and all suspended special terms subaccounts will be subject to regular terms going forward. Upon expiration of any special terms period(s), accrued interest (if any) will be assessed from the date of purchase, provided the balance of that subaccount has not been paid in full.

- 6A. ANNUAL FEE: In the first billing cycle your account has a purchase, you will be charged an annual fee of \$59. You will be charged this annual fee on the renewal date of your account, so long as your account has an unpaid balance or remains open for new purchases. We will notify you about this annual fee before your account renewal date. Our notice will explain when and how you may close your account to future purchases and pay the full unpaid balance, if you do not want to be charged this annual fee on your account renewal date. If you authorize us to provide periodic statements electronically (e-statements) through our website (www.hccredit.com), you will not be charged \$20 of this annual fee. If you authorize us to be paid automatically each month by electronic funds transfer (EFT) from your deposit account, you will not be charged \$39 of this annual fee. 6B. CREDIT LIMIT INCREASE FEE: We may charge you a fee of \$29 for processing your request to increase your credit limit.
- 7. **CREDIT LIMIT:** We will establish a credit limit for you. You agree that you will not use or permit others to use your Account to obtain credit if it would cause the outstanding balance of your account to exceed your credit limit. However, we may, at our option, without waiving any of our rights, recognize transactions and extend credit to you even if such extensions would cause your outstanding balance to exceed your credit limit.
- 8. **RETURNED PAYMENT FEE:** If your payment is returned unpaid for any reason, you will be charged a returned payment fee of \$25. If your payment is returned unpaid more than once in a six month period, the returned payment fee will go up to \$35. If the payments you make are paid for six months, it will return to \$25.
- 9. **LATE FEE:** If you don't pay at least the Minimum Payment by the due date, you will be charged a late payment fee of \$25. If you are late more than once in a six month period, the late payment fee will go up to \$35. If you make on time payments for six months, it will return to \$25.
- 10. EXCEEDING YOUR CREDIT LIMIT: No fee will be assessed if we elect to honor charges in excess of your credit limit.
- 11. **ADDITIONAL CHARGES:** We may impose fees for services requested by you in connection with your account. Additional Charges shall include but not be limited to, stop payment charges up to \$29; up to \$10 per page for copies of documents unrelated to a billing error; \$15 for expedited services; up to \$19.95 per occurrence for assistance with automated checks or drafts; a fee of \$5 for a replacement card to be issued, \$29 for stopping an Electronic Funds Transfer (EFT) and such other charges and fees not stipulated above as we may prescribe them from time to time. You may contact us at 877-486-3442 for a schedule of additional fees.
- 12. **ENTIRE BALANCE DUE:** If you break your promises under this Agreement, you understand and agree that we can demand that you pay the entire outstanding balance of your account at once, subject to any legally required notices and limitations of applicable law. We can also do this if you made any false or misleading statement on your application, if you become insolvent or are subject to bankruptcy proceedings, or if you die, to the extent permitted by and in accordance with applicable law.
- 13. COLLECTION COSTS: To the extent permitted by law, you promise to pay all collection costs including reasonable and allowable attorney's fees.

- 14. NOTICES, CHANGES OF ACCOUNT INFORMATION, AND METHODS OF CONTACT: If we have to notify you of anything concerning your account, we will use your name and address as it appears on our records. If we do this, the notice will be effective. You agree to notify us immediately of any change in your mailing address, telephone numbers or other contact information such as email addresses. We can include numbers and addresses from which you contact us as numbers you provide. We may obtain address corrections from the US Postal Service and telephone numbers and other contact information from third party sources. You agree to pay any fees or charges for which you may become responsible as a result of our attempts to communicate with you; we will not reimburse you for such costs. You authorize us or third parties acting on our behalf to send text messages to numbers you provide or to other numbers where we have reason to believe we can reach you. This includes attempts to contact you on cellular phones or other such phones and you agree that we can use automatic dialers, leave pre-recorded messages, and send emails to an email address at which we have reason to believe you can be reached. We can make such calls, within the confines of applicable laws, and shall include but not be limited to the purposes of gathering information, providing service, collecting on your account, or investigating suspected fraud or identity theft.
- 15. **INVALIDITY:** If one or more provisions of this agreement are declared invalid or unenforceable, the remaining conditions and terms will not be affected.
- 16. **CHANGING OUR AGREEMENT:** Subject to provisions of applicable law, we can change the terms of this Agreement at any time, and the new terms will be effective on the date of the change or on the day we specify. If the law requires us to notify you in a certain way, we will comply.
- 17. **AUTHORIZATION FOR RELEASE OF CREDIT INFORMATION:** You agree that we can report to Participants on the status of your account, including information about balances and payment history, and we can answer questions and requests from others for credit and experience information about you and your accounts with us.
- 18. ASSIGNMENT: We have the right to assign any amounts you owe us. We can also assign and transfer our rights under this agreement.
- 19. LOST OR STOLEN CARDS: If your card is lost or stolen, you promise to notify us at once. Call 877-486-3442.
- 20. **LIABILITY FOR UNAUTHORIZED USE:** If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at HC Processing Center, PO Box 829, Springdale, AR 72765-0829, or call us at 877-486-3442. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.
- 21. **CANCELLATION:** We can cancel your Account at any time. If cancelled, you promise to destroy the card immediately. We can terminate or modify all or any part of your card privileges at any time.
- 22. **GOVERNING LAW:** This Agreement and all transactions under it will be governed by the laws of the State of Utah, which are expressly adopted to control all transactions hereunder.
- 23. ARBITRATION: PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.
 - · What claims are subject to arbitration
 - 1. If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents and/or dealers/merchants/retailers that accept the card or program sponsors if it relates to your account, except as noted below.
 - 2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
 - 3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.
 - No Class Actions

YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.

If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

- · How to start an arbitration, and the arbitration process
 - 1. The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to HC Processing Center Legal Department, PO Box 829, Springdale AR 72765, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, (800) 778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, (800) 352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.
 - 2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.
 - 3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Agreement, this Agreement will control.

4. The arbitration will take place by phone or at a reasonably convenient location. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

Governing Law for Arbitration

This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

· How to reject this section.

You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address and account number, and must be mailed to HC Processing Legal Department. PO Box 829, Springdale, AR 72765. This is the only way you can reject this section.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: HC Processing Center ATTN: Customer Care, PO Box 829, Springdale, AR 72765-0829.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

- 1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- 2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- 1. <u>If we made a mistake:</u> You will not have to pay the amount in question or any interest or other fees related to that amount.
- 2. <u>If we do not believe there was a mistake:</u> You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- 2. You must have used your credit card for the purchase.
- 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: HC Processing Center ATTN: Customer Care, PO Box 829, Springdale, AR 72765-0829. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

FACTS	WHAT DO FIRST ELECTRONIC BANK ("INC. d/b/a HC PROCESSING CENTER ("PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:		
	 Social Security number and income account balances and payment history credit history and credit scores When you are <i>no longer</i> our customer, we this notice. 		mation as described in
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons First Electronic and HC Processing choose to share; and whether you can limit this sharing.		
Reasons we can share	e your personal information	Do First Electronic and HC Processing share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes – to offer our products and services to you		Yes	No
For joint marketing with other financial companies		No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions?	Call 1-877-486-3442		

Privacy Policy Continued

Who we are				
Who is providing this notice?	First Electronic Bank ("First Electronic") and HC Processing Center ("HC Processing")			
What we do				
How do First Electronic and HC Processing protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.			
How do First Electronic and HC Processing collect my personal information?	We collect your personal information, for example, when you apply for a loan or open an account give us your contact information or pay your bills use your credit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.			
Why can't I limit all sharing?	 Federal law gives you the right to limit only sharing for affiliates' everyday business purposes – information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. 			
Definitions				
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • First Electronic and HC Processing do not share, except as permitted by applicable law, with their affiliates.			
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • First Electronic and HC Processing do not share with their nonaffiliates.			
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • First Electronic and HC Processing do not jointly market.			